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Board of County Commissioners Lewis County Washington

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TOURISM SERVICE AGREEMENT

EJFPWSGS	WHITE PASS COUNTRY HISTORICAL SOCIETY
FYI Action Required Other	

THIS AGREEMENT is made by and between the White Pass Country Historical Society. ("the ORGANIZATION"), and Lewis County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW authorizes legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the Lewis County Board of County Commissioners ("the BOARD"), the legislative body of and for the COUNTY, by enacting Ordinance No. 1163A – Lodging Tax, imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...;" and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Promotion Fund (No. 198) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Lewis County Lodging Tax Advisory Committee ("the LTAC") for financial assistance for authorized uses from COUNTY Lodging Tax proceeds ("the Proposal); and

WHEREAS, the LTAC has facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, (d) determining whether the proposed use is authorized, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, is consistent with RCW 67.28 and is in the best interests of the COUNTY in regard to the promotion of tourism in Lewis County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION for the purposes stated in its Proposal and consistent with RCW 67.28,

NOW, THEREFORE, in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

- 1. <u>FUNDING</u>: Up to <u>\$13,000.00</u> is hereby pledged on a reimbursement basis from the COUNTY Tourism Promotion Fund No. 198 in fiscal year 2016 solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities within Lewis County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement. Depending on the use of funds requested to be reimbursed and the date of use, less than the maximum amount authorized under this Agreement may actually be reimbursed.
- 2. <u>USE OF FUNDS:</u> The ORGANIZATION shall use these COUNTY funds solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities in Lewis County authorized by RCW 67.28. The specific services represented by the ORGANIZATION to be authorized by RCW 67.28 and to be provided by the ORGANIZATION to the COUNTY under this Agreement are described in Attachment A: Scope of Work.
- 3. <u>PAYMENT PROVISIONS</u>: Once this Agreement is executed, the ORGANIZATION may submit claim vouchers to the Clerk of the Lewis County Board of County Commissioners at 351 NW North Street, Chehalis, WA 98532 requesting reimbursement solely for eligible expenses and/or for eligible services as identified in Section 2 of this Agreement (Use of Funds), Attachment A: Scope of Work, and Attachment B: Purchasing and Reimbursement Guidelines and solely up to the maximum amount specified in Section 1 (Funding).

Each reimbursement claim voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: "I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Lewis County Tourism Promotion No. 198."

Within thirty (30) days of receiving a reimbursement claims voucher that meets the requirements of this Agreement and applicable law, the Clerk of the Board, on behalf of the COUNTY, shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The <u>final</u> claims voucher under this Agreement shall be submitted to the Clerk of the Board by the ORGANIZATION no later than Friday, January 8, 2016.

4. <u>EVALUATION AND MONITORING</u>: The ORGANIZATION agrees to maintain its books and records and to employ accounting procedures, systems and practices that accurately and timely record and track the expenditures for which reimbursement is sought under this Agreement and provide for full compliance with the requirements of this Agreement. The ORGANIZATION will retain these supporting records for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full, timely and complete access to all books, records and other documents and evidence of the ORGANIZATION respecting all matters related to this Agreement and the activities for which reimbursement is sought or made, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, and records of matters related to this Agreement and the activities for which reimbursement is sought or made. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized in the above paragraph or permitted under the provisions of Chapter 42.56 RCW, any other applicable public disclosure law, or order of any court or agency of competent jurisdiction, without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of December 31, 2016) a final report demonstrating the effect the ORGANIZATION's activities funded by the COUNTY have had on tourism growth and such other reports or information as required by law.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY requests.

5. RECAPTURE PROVISION: In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement or obtains reimbursement of ineligible expenditures, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

- 6. NONDISCRIMINATION: The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including but not limited to chapter 49.60 RCW Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any federal or state nondiscrimination law, this Agreement may be rescinded, canceled or terminated by the COUNTY in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Lewis County tourism promotion funds. The ORGANIZATION shall be given a reasonable period of time in which to cure any such noncompliance.
- 7. <u>EMPLOYMENT RELATIONSHIPS</u>: The ORGANIZATION, its employees, volunteers and agents are not employees of the COUNTY for any purpose, nor are they volunteers or agents of the COUNTY. No officer, employee, volunteer or agent of the ORGANIZATION will hold himself or herself as, or claim to be, an officer, employee, volunteer, representative or agent of the COUNTY.
 - Because the ORGANIZATION, its employees, volunteers and agents are not employees of the COUNTY, the COUNTY is not responsible for the payment of any industrial insurance premiums or related claims of such persons and such persons are not entitled to benefits of any kind from the COUNTY, including but not limited to health insurance and retirement benefits.
- 8. <u>HOLD HARMLESS</u>: In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify the COUNTY, its officers, agents, attorneys and employees (all hereinafter collectively referred to in this section as "indemnitees") and hold indemnitees harmless against all liability for damages arising out of or relating to this Agreement. If any such suit or action is brought against indemnitees, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, employees, agents, attorneys or any combination thereof.
- 9. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement represents the entire agreement of the parties with respect to the subject matter. No other understandings, oral or otherwise, exist regarding the subject matter of this Agreement or shall be deemed to exist. The COUNTY and the ORGANIZATION may, from time to time, mutually agree to amend this Agreement; however, no such change shall be effective until memorialized in writing and signed by the authorized representatives of the COUNTY and the ORGANIZATION, respectively.
- 10. <u>AGREEMENT PERIOD</u>: The term of this Agreement shall commence on the 1st day of January 2016 and terminate on the 31st day of December 2016, both dates inclusive, unless sooner terminated as provided for herein.

11. TERMINATION OF AGREEMENT:

- a. If the ORGANIZATION breaches or violates any provision of this Agreement, the COUNTY may, in addition to any other rights provided by law, terminate this Agreement and withhold any further reimbursement; provided, the violation or breach is not fully corrected within ten (10) days of the COUNTY providing written notice to the ORGANIZATION of the breach or violation.
- b. Either party may terminate this Agreement at any time by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the effective date.
- c. The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding, without liability, for the convenience of the County, including but not limited to the unavailability of Lewis County Tourism Promotion funds.
- 12. <u>SPECIAL PROVISION</u>: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- 13. <u>SEVERABILITY:</u> In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
- **14.** <u>SURVIVAL OF CERTAIN PROVISIONS:</u> Sections 4, 5, and 8 shall survive termination of this agreement.
- 15. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Lewis County, Washington shall be the venue for any suit between the parties arising out of this Agreement.
- 16. <u>NOTIFICATION</u>: Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Lewis County Commissioners 351 NW North St. Chehalis, WA 98532

Telephone: 360-740-1419

For the ORGANIZATION:

Martha Garoutte 12990 US Hwy 12 Packwood, WA 98361 Telephone: 360-494-4031

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

The parties have caused this Agreement to be executed in duplicate originals this 🖇 day of ec, 2015. **ORGANIZATION BOARD OF COUNTY COMMISSIONERS** EWIS COUNTY, WASHINGTON Authorized Representative Edna J. Fund, Chair P.W. Schulte, Vice-Chair Martha Garoutte 12990 US Hwy 12 Packwood, WA 98361 Gary Stamper, Commissioner APPROVED AS TO FORM: JONATHON MEYER ATTEST: PROSECUTING ATTORNEY Deputy Prosecuting Attorney Karri Muir, CMC, Clerk of the Board

White Pass Historical Society-Operations Lewis County – 2016 Lodging Tax- Project Scope

Due to funding changes from the original request to the awarded funds the following project information will need to be updated as changes in funding may have impacted the original projects scope. Please do not change the format and be brief in your explanations to fit the space provided.

2016 LTAC Recommendations:

Collaborate with other Lewis County Museums to develop a county wide museum brochure

Add link to Discover Lewis County to website

Review brochures in visitor center for county wide attractions/festivals Incorporation of LTAC recommendations will be reviewed during the 2017 LTAC Application Process.

Project Submission F	
1. Project Name:	2. Date Submitted:
Operation of the White Pass Country Museum	12/10/15 oard of C
3. Contact Person / Title: Martha Garoutte, Treas	Surer Lewis County Commiss
4. Mailing Address:	Lewis County Washing
PO Box 958	DEC 1 0 2015
Packwood WA 98361	
5. Telephone No.: 360-494-4031	EJFPWSC
6. E-mail: magaroutte@centurytel.net	D FYI D Action P
7. Signature of Representative:	FYI Action Required
8. Project Location (city/town): Packwood	
a. Name of Event or Activity: Museum Operations	& Packwood Mountain
Festival	& Fackwood Mountain
9. Statement of Project Goals and Objectives:	
Operation of the White Pass Country Historical Mus	eum a tourist destination
Hosting the Packwood Mountain Festival and Fun F	
Hosting "Art on the Lawn" & Providing evening even	nts- summer 2016
Facilitating the 2016 All School Reunion	
10. Project Description:	
Advertising and Marketing Materials and Supplies to	
Mountain Festival and Fun Run Event, Art on the La	awn, summer evening events
and the White Pass Country Historical Museum	
Year round operation of the White Pass Country His	storical Museum and related
expenses	
11. How does proposed project meet purposes	of the Legislation? RC\M
67.28.1816	or the Legislation: NOVV
Marketing and Operations of Special Event and Sur	oport of the operations of a
Tourism related Facility operated by a 501c3 organi	7. 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	version (1,7 ± 5)

14. PROJECT WORK PLAN

List the tasks, Cost and time frame, Name individual(s), consultant(s), and organization responsible for the project.

Table III

<u>Tasks</u>	Time Frame—Dates	Estimated Cost	Responsible Party/Name
Operation of Museum	Jan 1, through December 31, 2016	\$ 16,700	Volunteer Museum Board and Volunteer Staff
Museum Tours	Jan 1, through December 31, 2016	\$ 00.00	Volunteer staff
Museum Displays	Jan 1, through December 31, 2016	\$ 1,668	Museum Volunteers
Web Site and Facebook	Jan 1, through December 31, 2016	\$ 1,500	Museum Volunteers &, Packwood Graphics
Packwood Mountain Festival and Fun Run, Advertising & program expense	Jan 1, through May 10, 2016	\$ 4,000	Volunteer Museum Board and Volunteer Staff
Evening Events programs and advertising	Jan 1, through December 31, 2016	\$ 1,000	Volunteer Museum Board and Volunteer Staff
Art on the Lawn Advertising & Program Exp	Jan 1 through September 1, 2016	\$ 500	Volunteer Museum Board and Volunteer Staff
Museum Gift Shop	Jan 1, through December 31, 2016	\$1,800	Volunteer Museum Board and Volunteer Staff
General Advertising and Marketing	Jan 1, through December 31, 2016	\$ 6,000	Volunteer Museum Board and Volunteer Staff

Return completed Project Submission form to:

Karri Muir Lewis County BOCC. Rm. 210 351 NW North Street – 2nd Floor Chehalis, WA 98532

Telephone: (360) 740-1419

e-mail: Karri.Muir@lewiscountywa.gov

WHITE PASS COUNTRY



HISTORICAL SOCIETY
P.O. Box 958
Packwood, WA 98361
360-494-4031
magaroutte@centurytel.net

Lewis County Board of Commissioners 351 NW North Street Room 210 Chehalis WA 98532 December 4, 2015

Karri Muir

Here is the Financial Review for the year ending December 31, 2014 for the White Pass Country Historical Society. This review was recently completed by Ben M. Kostick, Certified Public Accountant. The submission to you of this review completes the requirements by the Board of County Commissioners to be awarded Stadium Funds for the 2016 Calendar year.

Thank You

Martha Garoutte

Treasurer

White Pass Country Historical Society

magaroutte@centurytel.net

360-494-4031 (Home)

360-496-1519 (cell)

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Board of County Commissioners Lewis County Westington

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BEN M. KOSTICK

Certified Public Accountant, Inc.

P.O. Box 721 • 176 N.E. School St. Chehalis, Washington 98532 • 360-748-7101

WHITE PASS COUNTRY HISTORICAL SOCIETY FINANCIAL STATEMENTS

Year Ended December 31, 2014

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BEN M. KOSTICK

Certified Public Accountant

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of White Pass Country Historical Society

I have reviewed the accompanying statement of financial position of White Pass Country Historical Society (A nonprofit organization) as of December 31, 2014, and the related statements of activities and cash flow for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquires of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Based on my review, I am not aware of any material modification that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Chehalis Washington

A CAA

November 19, 2015

WHITE PASS COUNTRY HISTORICAL SOCIETY STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2014

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CURRENT ASSETS			
Cash		\$	42,140
Inventory		-	1,737
	TOTAL CURRENT ASSETS		43,878
PROPERTY AND EQ Buildings and str Equipment			2,500 2,151 4,651
¥	TOTAL ASSETS	\$	48,529
LIABILITIES AND NE	TASSETS		
CURRENT LIABILITIE Trade accounts p		\$	42
	TOTAL CURRENT LIABILITIES		42
NET ASSETS			
Temporarily restr	ricted		11,051
Unrestricted		-	37,436
		-	48,487
	TOTAL LIABILITIES AND NET ASSETS	\$	48,529

WHITE PASS COUNTRY HISTORICAL SOCIETY STATEMENT OF ACTIVITIES YEAR ENDED DECEMBER 31, 2014

REVENUES	
Membership dues	\$ 1,970
Donations	12,876
Grants	22,232
Museum entry	1,328
Festivals and fundraising	6,264
Gift shop	4,100
Other	552
	49,324
PROGRAM EXPENDITURES	
Fundraising	6,778
Gift shop	3,842
Special projects	11,538
Displays	687
	22,845
GENERAL AND ADMINISTRATIVE EXPENDITURES	
Advertising	932
Dues and subscriptions	439
Insurance and bond	1,429
Office and postage	1,477
Rent	2,400
Repairs and maintenance	483
Utilities and communication	5,358
	12,519
CHANGE IN NET ASSETS	\$ 13,960

WHITE PASS COUNTRY HISTORICAL SOCIETY STATEMENT OF CASH FLOWS YEAR ENDED DECEMBER 31, 2014

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 13,960
Adjustments to reconcile change in net assets to net cash	Samuel I statement of the
from operating activities	
(Increase) decrease in:	
Inventory	(482)
Increase (decrease) in:	
Trade accounts payable	(767)
Net cash from operating activities	\$ 12,711
CHANGE IN RESTRICTED FUNDS	(4.00=)
CHANGE IN NESTRICTED FORDS	(4,285)
Net change in cash and cash equivalents	9 406
rect sharige in each and each equivalents	8,426
Cash and cash equivalents, beginning of year	33,714
	 00,714
Cash and cash equivalents, end of year	\$ 42,140
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WHITE PASS COUNTRY HISTORICAL SOCIETY NOTES TO FINANCIAL STATEMENTS December 31, 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organizational Purpose:

The White Pass Country Historical Society (WPCHS) is an organization incorporated in 2006 formed to promote the history and culture of eastern Lewis County, Washington. WPCHS achieves its mission by maintaining a museum in Packwood, Washington and partnering with others to preserve and restore historical sites and artifacts.

Basis of Presentation:

The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America (GAAP), as codified by the Financial Accounting Standards Board. The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents:

For financial statement purposes, WPCHS defines cash and cash equivalents as checking, money market accounts, and all certificates of deposit with an original maturity of three months or less.

Property and Equipment:

Property and equipment is valued at cost at the time of purchase or estimated fair value at the date of donation, if received as support.

Capitalization Policy:

WPCHS capitalizes all fixed assets with an economic benefit longer than one year and cost over \$500. All other items are expensed in the year purchased.

Advertising Costs:

Advertising costs are expensed as incurred. Advertising expense was \$932 for the year ended December 31, 2014.

Income Taxes:

WPCHS is exempt from income taxes under the provision of Section 501 (c)(3) of the U.S. Internal Revenue Code. As a result, no provision for income tax is included in the financial statements. WPCHS also qualifies for the charitable contribution deduction allowed under Section 170 (b)(1)(A) and has been classified as an organization that is not a private foundation under Section 509 (a)(2).

With few exceptions, WPCHS is not subject to examination by federal tax authorities.

Subsequent Events:

Management has evaluated subsequent events through November 19, 2015, the date which the financial statements were issued.

NOTE 2. RELATED PARTY TRANSACTIONS

WPCHS reported no related party transaction.

NOTE 3. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at December 31, 2014 are available for the following purposes:

Restricted by purpose:

Publishing	\$	1,342
Cemetery Markers		118
Glenoma Archway		5,719
School Bus Project		2,091
La Wis Wis Project		520
Totem Project	ž .	1,261
	\$	11,051